The Mysore Gazette.

Vol. 58.] PUBLISHED BY AUTHORITY. [No. 17.

BANGALORE, THURSDAY, APRIL 26, 1923.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

Notification dated the 7th April 1923.

It is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia ariculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1923 to 30th June 1925 in the following taluks will be sold talukwar or hobliwar or firkawar as the case may be by public auction as per particulars given below:—

	Taluk comprised	Place of sale	Date of sale	Officer conducting the sale	Remarks
	Hassan District.				
1	Hassan	District Forest Office, Hassan.	21st May 1923	District Forest Officer, Hassan.	
2	Channarayapatna	Do	Do	Do	
3	Hole-Narsipur	Do	Do	Do	
4	Arkalgud	Do	Do	Do	
5	Belur	Do	Do	Do	
6	Manjarabad	Do	Do	Do	
7	Arsikere	Do	Do	Do	
8	Alur Sub-Taluk	Do	Do	Do	
	Tarikere Division.				
1	Mudgere	District Forest Office, Tarikere.	23rd May 1923	District Forest Officer, Tarikere.	
2	Chikmagalur	Do	Do	Do	
3	Kadur	Do	Do	Do	
4	Koppa	Do	Do	Do	
5	Tarikere	Do	Do	Do	

	Taluk comprised	Place of sale	Date of sale	Officers conducting the sale	Remarks
	BHADRAVATI DIVISION.				
1	Narasimharajapura ..	District Forest Office, Shimoga.	25th May 1923 ..	District Forest Officer, Shimoga.	District Forest Officer, Bhadravati and Sagar may attend the sale at Shimoga alone.
2	Channagiri	Do ..	Do ..	Do	
	SHIMOGA DIVISION.				
1	Shimoga	District Forest Office, Shimoga.	25th May 1923 ..	District Forest Officer, Shimoga.	
2	Honnali	Do ..	Do ..	Do	
3	Tirthahalli	Do ..	Do ..	Do	
4	Kumsi Sub-Taluk ..	Do ..	Do ..	Do	
	SAGAR DIVISION.				
1	Sagar	District Forest Office, Shimoga.	25th May 1923 ..	District Forest Officer, Shimoga.	
2	Sorab	Do ..	Do ..	Do	
3	Shikarpur	Do ..	Do ..	Do	
4	Nagar	Do ..	Do ..	Do	
	CHITALDRUG DISTRICT.				
1	Chitaldrug	District Forest Office, Chitaldrug.	28th May 1923 ..	District Forest Officer, Chitaldrug.	
2	Challakere*	Do ..	Do ..	Do	
3	Jagalur	Do ..	Do ..	Do	
4	Hiriyur*	Do ..	Do ..	Do	
5	Holalkere*	Do ..	Do ..	Do	
6	Davangere	Do ..	Do ..	Do	
7	Molakalmuru*	Do ..	Do ..	Do	
8	Hosdurga*	Do ..	Do ..	Do	
9	Harihar Sub-Taluk ..	Do ..	Do ..	Do	
	TUMKUR DISTRICT.				
1	Tumkur*	District Forest Office, Tumkur.	31st May 1923 ..	District Forest Officer, Tumkur.	* Will be sold firkawar.
2	Maddagiri*	Do ..	Do ..	Do	
3	Pavagada	Do ..	Do ..	Do	
4	Sira*	Do ..	Do ..	Do	
5	Chiknayakanhalli	Do ..	Do ..	Do	
6	Tiptur	Do ..	Do ..	Do	
7	Gubbi	Do ..	Do ..	Do	
8	Kunigal*	Do ..	Do ..	Do	
9	Koratagere Sub-Taluk ..	Do ..	Do ..	Do	
10	Turuvekere Sub-Taluk ..	Do ..	Do ..	Do	
	KOLAR DISTRICT.				
1	Kolar	District Forest Office, Kolar.	2nd June 1923 ..	District Forest Officer, Kolar.	
2	Mulbagal	Do ..	Do ..	Do	
3	Chintamani	Do ..	Do ..	Do	
4	Bagepalli	Do ..	Do ..	Do	
5	Sidlaghatta	Do ..	Do ..	Do	
6	Srinivaspur	Do ..	Do ..	Do	
7	Goribidnur	Do ..	Do ..	Do	
8	Chikballapur	Do ..	Do ..	Do	
9	Bowringpet	Do ..	Do ..	Do	
10	Malur	Do ..	Do ..	Do	
11	Gudibanda Sub-Taluk ..	Do ..	Do ..	Do	
	BANGALORE DISTRICT.				
1	Bangalore	District Forest Office, Bangalore.	4th June 1923 ..	District Forest Officer, Bangalore.	
2	Hoskote	Do ..	Do ..	Do	
3	Devanhalli	Do ..	Do ..	Do	
4	Dodballapur	Do ..	Do ..	Do	
5	Kankanhalli	Do ..	Do ..	Do	
6	Magadi	Do ..	Do ..	Do	
7	Anekal	Do ..	Do ..	Do	
8	Channapatna	Do ..	Do ..	Do	
9	Nelamangala	Do ..	Do ..	Do	
10	Closepet Sub-Taluk ..	Do ..	Do ..	Do	
	MYSORE DISTRICT.				
1	Mysore	District Forest Office, Mysore.	6th June 1923 ..	District Forest Officer, Mysore.	
2	Hegadadevankote	Do ..	Do ..	Do	
3	Hunsur	Do ..	Do ..	Do	
4	Yedatore	Do ..	Do ..	Do	
5	Krishnarajpete	Do ..	Do ..	Do	
6	Nagamangala	Do ..	Do ..	Do	
7	Mandya	Do ..	Do ..	Do	
8	Malvalli	Do ..	Do ..	Do	
9	Seringapatam	Do ..	Do ..	Do	
10	French Rocks Sub-Taluk ..	Do ..	Do ..	Do	
11	Nanjangud	Do ..	Do ..	Do	
12	Gundlupet	Do ..	Do ..	Do	
13	Chamrajnagar	Do ..	Do ..	Do	
14	T.-Narsipur	Do ..	Do ..	Do	

REMARKS:—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N. B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided for in Clause 5, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highet bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires a certificate signed by the latter which will be sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale. In case, the party named therein happens to be the highest bidder obtaining in lieu thereof if he wishes, a fresh exchange certificate will be given for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests or the District Forest Officer, as the case may be, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason thereof.

7. The successful bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses *on the full lease amount*, at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all monies paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security, or both, the contract will be cancelled, all the monies already paid forfeited to Government and the right resold at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation.

N.B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest-Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows:—

1st instalments due on or before			1st November 1923.
2nd	do	do	1st March 1924.
3rd	do	do	1st July 1924.

In default to pay the instalments on due dates, his contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer, an account of the number of cart loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*j*) The lessee shall remove out of the limits of the district before the 31st July 1925, all bark collected and stored under the terms of the lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced, at the discretion of the Conservator of Forests. In the case of mere forfeiture of the security deposit amount the difference will be made good immediately by the contractor.